

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1   18	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 06-Apr-2004		4. REQUISITION/PURCHASE REQ. NO. W25PHS-3363-5937		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390		CODE W912BU		7. ADMINISTERED BY (If other than item 6) US ARMY ENGINEER DISTRICT, PHILADELPHIA POC: ERNEST SAVOY WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390		CODE E5CTSEGS	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912BU-04-B-0003	
				X		9B. DATED (SEE ITEM 11) 09-Mar-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THIS AMENDMENT IS FOR SOLICITATION NO. W912BU-04-B-0003, OVERHAUL OF THE SURVEYBOAT SHUMAN  THIS AMENDMENT DOES NOT EXTEND THE CLOSING DATE OF 15 APRIL AT 1315 HOURS							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  06-Apr-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

AMENDED PAGES

CONTRACTOR TO REMOVE THE FOLLOWING PAGES AND INSERT THE REVISED PAGES ANNOTATED AS AMENDMENT NO. 0001. ALL CHANGES HAVE BEEN HIGHLIGHTED IN BOLD TEXT.

**PAGES**

**B-5, M-16, M-21, M-23, M-25, M-26, M-30, M-33, M-34, M-41, M-42, M-56, M-73, M-87, and M-88 AND DRAWING 650011-D REPLACES 650011-A AND 650012-A**

Drydock and perform repairs to SURVEY BOAT *SHUMAN* of the USACE PHILADELPHIA DISTRICT in accordance with the attached plans and specifications:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<b>0001</b>	<b>REPAIRS TO SURVEY BOAT SHUMAN</b>	1	VSSL	XXXX	XXXXXX
0002	<b><u>PLANNING</u></b> (The submittals required for "Planning" are listed in contract clause H02.) This item is initiated by a Notice To Proceed (NTP) issued by the Contracting Officer.	1	JB	XXXX	_____
0003	<b><u>DRYDOCKING AND REPAIRS</u></b> (The submittals required for "Drydocking and Repairs" are listed in contract clause H02.) This item is initiated only by a Notice To Proceed issued by the Contracting Officer's Representative after satisfactory completion of Item 0001A. The contractor may not start this item until he receives a Notice To Proceed for this item.	1	JB	XXXX	XXXXXX
0004	H-101 Drydocking	40	DY	_____	_____
0005	H-102 Utilities and Services	42	DY	_____	_____
0006	H-201 Fuel Tank Cleaning	1	JB	XXX	_____
0007	M-101 Main Engine Re-powering	1	JB	XXX	_____
0008	M-901 Misc Maintenance				
	A. LABOR	80	HRS	_____	_____
	B. MATERIALS	1	JB	XXX	_____
	C. BURDEN CHARGES (INSERT % RATE)	XXX	XXX	XXX	(__%)
	<b>TOTAL BID</b>	<b>1</b>	<b>XXX</b>	<b>XXX</b>	_____

All sharp and/or rough edges shall be ground smooth and all weld spatters shall be removed.

All welds for temporary dogs used during modifications are to be ground smooth.

Assembly of all welded joints before welding shall be such as to secure proper gaps in butt welds and metal contact in fillet welds. Welding shall not be used to close openings larger than stipulated for each plate thickness by the ADS.

All watertight seal welds shall be of "bead" type; no "weave" welding will be permitted.

Welding procedures, as to direction, length and number and sequence beads shall be carefully planned to minimize distortion and locked-in stresses.

**No welding shall be done on the vessel with the multi-beam transducer installed and wired. The crew will remove the transducer upon docking.**

#### J GENERAL REQUIREMENTS FOR WORKMANSHIP

All parts of the work intended to join or bear upon others shall be cut or trimmed to fit neatly.

All faying surfaces shall be clean and smooth before bolting up. Shims or liners shall not be used for the purpose of overcoming a bad fit.

Lightening holes may be punched, sawn or sheared and all burrs and cutting slag shall be removed. Weld spatter shall be removed from all plating and stiffeners.

All mounting holes shall be drilled and reamed. Holes in members having sharp curvature shall be avoided whenever possible.

All frames and longitudinals shall have limber holes and/or snipes of adequate size to allow water to flow to the lowest point of each compartment and to allow air to escape.

All Joints or areas of connection between aluminum and dissimilar metals shall be properly insulated by gasket material.

All fastenings used for connecting aluminum shall be made of AISI type 304 or type 316 series stainless steel,

All labor shall be especially skilled for each kind of work, thorough, first-class in every respect and under competent direction.

Where work of one trade joins, passes through or is on other work, there shall be no discrepancy or misfit when completed. In engaging one kind of work with another, marring or damaging of previously acceptable construction shall be cause for rejection.

#### K GENERAL REQUIREMENTS FOR PAINTING

**H-102 UTILITIES AND SERVICES (UNIT PRICE)**

The contractor shall provide all labor , materials, and equipment and provide, adjust and maintain the drydock and pierside utilities and services specified in this clause for the duration of the contract.

Services shall be connected and operating within 2 hours after arrival of the vessel at the contractor's facility and shall continue until the vessel is accepted by the COR.

Payment shall be made only for the actual number of days the vessel remains and utilizes services at the contractor's facility.

Unit price shall cover all costs incidental to and charged direct to the job, and not otherwise included as overhead. Services and utilities shall consist of the following:

**WATER:** Furnish fresh potable water for filling water tank and deck wash down. Potable water shall be lead- free and meet local municipal water standards. Provide certificate to COR indicating water to be safe for human consumption.

**SHORE POWER:** Provide necessary labor to connect, maintain and disconnect shore power service for initial hook-up, re-blocking and moving vessel to pierside. Provide electrical service for the duration of the repair period.

Shore power service to be 50 amps (minimum), 120/240 V AC, 60 Hz, single phase.

The vessel contains a number of components and systems that are sensitive to voltage fluctuations. The contractor shall be responsible for removal, repair or replacement, reinstallation and testing of electrical equipment which fails while the ship is in the contractor's possession due to voltage surge or fluctuation.

The vessel shall be grounded to earth via a grounding conductor when operating on shore power. Ensure the vessel is galvanically isolated from the shore ( earth), using a galvanic isolator or an isolation transformer. Application and installation of this device shall be in accordance with ABYC E-8.20.

**TRASH REMOVAL:** Provide receptacles, equipment and labor to collect and remove garbage and trash from the vessel. The trash bins shall be located near the gangway.

**GANGWAY:** Provide a gangway with safety net or ladder for access to and from the vessel. Install (on opposite side of vessel from gangway) and maintain a separate ladder from the bottom of the drydock to the main deck for emergency egress during the docking period.

**HALON SYSTEM:**

**Disconnect Halon system prior to hot work and reconnect after completion of all hot work.**

**Estimate on 42 calendar days. Price per day.**

**H-201 FUEL TANK CLEANING**

Reference Drawing: SH-H-1; "Fuel Details -Aft Strut"

Provide all labor, material, and services required and clean the two fuel oil tanks in the lazarettes.

It is estimated that there will be a maximum total of 100 gallons of fuel oil in each tank when delivered to the contractor. Oil remaining in the tanks and oily waste generated shall become property of the contractor, and removed and disposed of by the contractor in accordance with EPA regulations.

After removal of all oil and any sludge, the interior of tanks shall be flushed with hot water and solvent to remove any residue, and wiped dry with clean lint-free rags.

**Install a drain petcock on the underside of each tank. The petcock shall be installed near the tank end with the access cover, and run aft to facilitate fluid draining.**

Coordinate the work in this Line Item with Line Item M-101, Main Engine Re-Powering, for installation of tank level indicator and relocation of fuel tanks.

Perform visual inspections with the COR. Final acceptance of tanks shall be made by the COR & vessel captain.

Install access covers with new gaskets. Any missing or defective fasteners shall be replaced at contractor's cost.

It is the intent of the Government to provide diesel fuel to fill the fuel tanks prior to departure. Provide access for a delivery truck to delivery approximately 1000 gallons of fuel.

**Remove, relocate and install the six hull anodes on the transom.**

**Remove the six overboard exhaust penetration risers in the eaves to flush. Weld insert plates flush with eave.**

All hull or structural penetrations left from these removals shall be closed with insert plates.

After all removals, the engine rooms shall be thoroughly cleaned and degreased.

## **B HULL MODIFICATIONS**

All hull modifications shall be done in accordance with ABS Guide for Shipbuilding and Repair Quality Standard for Hull Structures During Construction. All hull modifications shall be tested for tightness, and corrected as required to ensure tightness.

In addition, the contractor shall provide dock blocking sufficient to adequately support the SHUMAN during the course of the structural modifications. The contractor shall ensure that the removals of plating and associated structure do not cause the catamaran hulls to deflect or move in relation to each other.

Modify the hull & hull structure to provide new propeller tunnels. All modifications shall be done in accordance with the contract drawings.

Fabricate and install struts and stem tubes, together with the required cutlass bearings and shaft seals. All modifications shall be done in accordance with the contract drawings. The contractor shall be responsible for installing the struts and stem tubes centered properly on the shaft line.

The modified hull in way of tunnels shall be blasted clean using dry sand, hydro blast or shot blast to a Commercial Blast Cleaning in accordance with Steel Structures Painting Council Specification SSPC-SP-6.

Apply two coats of primer and three coats of Red antifoulant paint similar to No Foul SN-1 (P/N S1-505) to the modified hull area. Each application of antifoulant shall be 7 mils wet/4 mils dry. SN-1 is ablative single part paint and no special license is required for use or application. It is anticipated that the vessel's crew will spotcoat the remaining underwater hull.

Primer shall be similar to Amercoat 385, 6 mils wet/4 mils dry.

Contact Info: E Paint Company, Inc 25 Research Road  
East Falmouth, MA 02536 (800) 258-5998  
Fax: (508) 495-3210  
P.O.C. : Kimberly Fontaine

## C FUEL SYSTEM

Relocate the fuel tanks vertically as shown on the drawings, and provide the required structural foundations and tie downs as a result of the new tunnels.

Provide all materials and services needed for a completely new and functioning engine and generator fuel oil system, utilizing the current fuel oil tanks. The contractor shall size, provide and install Duplex Racor filters for each main engine. Existing genset filters shall be used.

Re-route and re-pipe fuel lines, vents and fills as required for the elevated location of the fuel tanks. Provide all new fuel lines to/from the fuel tank to the engines and gensets. The existing fuel system shall be replaced in kind with all valves and lines duplicated in material and size. All hoses shall be replaced in identical length and fittings, and size. However, fuel hose material shall be adequate for use with both fuel oil and BioDiesel B-22.

Provide and install a fuel tank gage system for each tank. The system shall use a Titanium pressure transducer, similar to EMS Marcon "The Ballast" system. The system read out shall be located and installed in the Pilothouse Console. **The transducer shall be mounted on the access cover plate and wiring shall be run to prevent damage or being grabbed by accident.**

## D RUDDERS AND STEERING LINKAGE

As part of the tunnel modification, the contractor shall remove the existing rudders, steering linkages and rudder posts. After tunnel installation, the rudders, rudder posts and steering linkages shall be re-installed in their original locations.

The tunnel shape will result in part of the original rudder port extending unsupported below the tunnel plating. This portion of the rudder port shall be strengthened and faired by a welded aluminum plate fairing, shaped comparably to the rudder foil shape. The fairing shall leave a gap of 1/2 inch maximum to the rudder top. Remove the upper flange on the rudder stock.

The rudder is of a split design, with the upper rudder shaft section measuring 75-1/2" in length and the lower rudder blade section measuring 35" in length. Both are manufactured from 316 stainless steel. The referenced drawing shows a one-piece rudder, but all other aspects of the drawing are still current.

Replace the four rudder tube bearings with contractor provided bearings:

Replace the rudder assemblies with GFM. Tack-weld the nuts and bolts to prevent backing-out.

Restore all other removals. Upon completion, test for binding and underway operation. Place the removed rudder assemblies in the crate of the new ones for shipment back to FMDC.

Restore the rudder, steering linkages and angle indicator to full normal operation.



integral with the hull. Each basin shall be provided with a small 12VDC fully automatic bilge pump similar to Rule "Rule-Mate" RM500.

The pumps shall discharge overboard through the hull side as close as practical under the deck.

The contractor shall provide and install suitably sized hose, and through hull fittings for the pump discharges. A ball valve shut off shall be provided at the through hulls.

No modifications may be made to the cutlass bearings.

Final gear to shaft alignment shall be performed with the SHUMAN afloat. All alignment requirements of the gear and shaft bearing manufacturers shall be satisfied.

In addition, maximum misalignment across the coupling face may not exceed .005 inch per inch of coupling face diameter.

Torque to rotate the shaft, uncoupled, with bearings wet, and stuffing box loose shall be measured. Torque measured shall be compared to calculated torque using a coefficient of friction of .5 for wet cutlass bearings. Torque measured may not be more than 20% in excess of calculated torque.

## **I FLOOR TILE & DECKING**

The existing main cabin floor tile is composed of 2 sections, each approximately 30' x 10.5', fwd to aft.

Remove all furniture, desks, work surfaces and storage cabinets from the main cabin and store for reinstallation.

Remove and discard the floor tile. Remove and renew the vinyl base molding with same.

Install two sections, approximately 10.5' X 30' each, of new industrial use floor tile with the seam fore-and-aft. Provide a color selection chart at commencement of overhaul for color selection.

Prior to installation of the floor tile, apply a leveling material compatible with the aluminum around the engine room hatches.

Reinstall all removed furniture.

**Renew/replace any diamond-plate decking impacted in the engine rooms. Install proper support for decking.**

**Install new decking to exposed areas as a result of the engine repowering;**

The contractor shall provide all services & components required for the complete function of the engines, the engine electrical system, and the DDEC control system.

**M-901 MISCELLANEOUS MAINTENANCE (IF DIRECTED)**

**A.** Provide the services of journeymen level mechanics, shipfitters, welders, inside and outside machinists, pipefitters, marine chemists, ladders & insulators, carpenters & joiners, electricians, laborers, burners, riggers, painters and all other shipyard trades to perform work to the ship's equipment for the entire duration of the repair period. Work items will be described in writing on a Government 2- Way Memo Form and shall be based on a joint survey with the contractor. Only the COR/Government Technical Representative is authorized to issue 2- Way memos. Work items will be priced and agreed upon prior to the initiation of any work. See Section H -Special Contract Requirements, Paragraph H-11, entitled "Change Proposals", for requirements of 2- Way Memo submission. The contractor, in connection with any proposal he makes, or the Government requests for a change shall furnish a total, lump sum price together with a price breakdown itemized as required. Unless otherwise directed, the breakdown shall set forth separately the following:

(a) Materials: Quantity computations and materials pricing (support by invoices or price quotes or define as estimated).

(b) Labor: Provide manhours by trade as agreed upon by the Contracting Officer's Representative.

(c) Equipment: Define equipment to be employed and hours used, both effective and noneffective. If equipment is part of an overall markup or labor costs, define as such. Provide rates used for equipment listed separately.

(d) Subcontract Costs: Contractor shall submit vouchers of the subcontractor's costs unless waived by the Contracting Officer's Representative.

e ) Miscellaneous: Any portions of the proposal for estimated costs for changes not covered in (a) to ( e) above, shall be defined and set forth separately.

**ESTIMATE ON 80 LABOR HOURS. PRICE PER HOUR.**

**For completion of 80 hours based on a STRAIGHT-TIME rate, will require adequate staffing and/or double shifts during the entire period.** The HOURLY RATE bid for this item shall include overhead, general and administration costs, and any additional costs or premium time incurred for second and third shifts, weekends, holidays and all travel costs, including insurance, travel to and from shop and work site in excess of one mile and night-differential. A single hourly rate will be paid for each 24-hour day.

The Contractor shall have available at the yard where the work is performed, an ESTIMATOR (or other authorized person) to survey any work that may be found necessary. The estimator shall be made available the same day that the additional work is found (including weekends) and shall submit an estimate of the cost for the within 24 hours.

**B. NOTE: FOR BIDDING PURPOSES**, material, services, and subcontractor costs involved in the maintenance and repair work performed shall be estimated on the basis of one-hundred percent (100%) of the total labor cost worked in paragraph (A)(1), above.

**EXAMPLE: The material, services and subcontractor costs for 80 labor hours at \$40/hour shall be \$3,200.00.**

Actual material and services costs will be paid on the basis of Contractor's purchase orders for required material. Copies of all purchase orders shall be furnished to the Contracting Officer's Representative. Estimate material and services price, as per paragraph (B), above.

All profit shall be based on the OCE weighted Guideline Method.

**C. BURDEN CHARGES:** The contractor shall insert in the space provided below and in Section B the percentage burden that will be charged when materials, subcontractor services, equipment rental and any other miscellaneous charge is activated under this Clause. This burden charge shall include profit, material handling, subcontractor handling, general and administrative charges, insurance, overhead and any other charges normally added onto these items. No other such charges or mark-ups will be allowed when activating work under this Clause.

The percentage amount to be charged by the contractor for any materials, subcontractor services equipment rental, and any other miscellaneous charges that are activated under this Clause shall be annotated in Section B. This rate shall remain in effect for the entire dollar amount of the material, services and subcontractor costs bid in Section B.

**SECTION F –DELIVERY OR PERFORMANCE**

The following have been modified:

**52.211-8 TIME OF DELIVERY (JUN 1997)**

(a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED</b>
<b>0002</b>	<b>Planning</b>	<b>1 JOB</b>	<b>5 Calendar Days</b>
<b>0003</b>	<b>Drydocking and Repairs</b>	<b>1 JOB</b>	<b>42 Calendar Days</b>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED</b>
<b>0002</b>	<b>Planning</b>	<b>1 JOB</b>	
<b>0003</b>	<b>Drydocking and Repairs</b>	<b>1 JOB</b>	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day

award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$1,600.00 per calendar day of delay for Line Item 0001. Except that a maximum assessment will be made corresponding to a delay of 20 Calendar Days.**

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause )

irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

**(c) The amount of the bid guarantee shall be at least 20 percent of the bid price but shall not exceed \$3 million.**

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond( s ) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

#### 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

( c ) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause )

#### 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b ) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b )(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide—

**J01 DRAWINGS**

The drawings and specifications of this contract represent “as built” drawings and shall be used for guidance and reference only.

**J02 LIST OF DRAWINGS**

The following drawings form a part of this solicitation and describe the Survey Vessel listed in Line Item 0001:

<b><u>TITLE</u></b>	<b><u>DRAWING NUMBER</u></b>	<b><u>REVISION</u></b>
Aft Strut and Rudder Details	SH-H-1	-
Outboard Profile	SH-H-6	-
Construction Details	SH-H-7	-
Docking Plan	SH-H-57	-
Installation of Forward Shaft Bearing	SH-M-17	-
Exhaust System	SH-M-19	-
Structural Mods & Shaft Arrgmt (Sht 1)	<b>605011B</b>	-
Structural Mods & Shaft Arrgmt (Sht 2)	<b>605012B</b>	-
Structural Mods & Shaft Arrgmt (Sht 3)	605013	-
Structural Mods & Shaft Arrgmt (Sht 4)	605014	-
Exhaust System	650011_D	-

**MO1 LOWEST RESPONSIVE, RESPONSIBLE**

Award will be made as a whole to the lowest responsive, responsible bidder whose total bid, conforming to the Invitation for Bids, will be most advantageous to the Government, price and other factors considered.

**MO2 DELIVERY SCHEDULE**

Bids which indicate inability to meet the delivery as set forth in Section F will be rejected as non-responsive.

**MO3 PLACE OF DELIVERY**

Bids submitted on a basis of other than F.O.B. place of delivery, as set forth in Section F, will be rejected as non-responsive.

**MO4 EVALUATION OF BIDS -REQUIRED DELIVERY**

Bids with an inability to meet the delivery as set forth in Section F will be rejected as non-responsive.

**Bids will be accepted only from facilities along the Atlantic Coast of the United States of America from New York, to Norfolk, Virginia.**

The Government shall evaluate bids by adding in the cost of moving the Surveyboat SHUMAN from the location of the vessel at the time of bid opening to the shipyard facility.

The applicable rate of \$41.67 per nautical mile is hereby incorporated.

The dollar rate per nautical mile will be multiplied by the number of miles from the vessel's location to each of the bidders sites, and, added to the total amount bid to determine the overall lowest evaluated bid price.

**CLAUSES INCORPORATED BY FULL TEXT****52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)**

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.



(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

